

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND
THE PUEBLO OF TESUQUE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “Agreement”) is entered on this 8th day of may 2014, by and between Santa Fe County (hereinafter referred to as “County”), a New Mexico political subdivision, and the Pueblo of Tesuque Mexico, (hereinafter referred to as “the Pueblo of Tesuque”),

RECITALS

WHEREAS, on July 16, 2013 the County and the Pueblo of Tesuque entered into a Memorandum of Agreement to file a joint application to the New Mexico Department of Transportation, Traffic Safety Bureau for funding of a comprehensive Community Drinking While Intoxicated (CDWI);

WHEREAS, the County submitted an application (No. 2014-0028-HHSD) for CDWI Grant Funds for DWI enforcement activities to benefit Santa Fe County and the Pueblo of Tesuque;

WHEREAS, the County’s DWI Program received funding from the NMDOT, Public Safety Division in the amount of \$34,417.00 and entered into Project Agreement No. 2014-0053-HHSD/GG on August 1, 2013 for DWI enforcement activities to address the issue of DWI in Santa Fe County and the Pueblo of Tesuque;

WHEREAS, the County’s DWI Program dedicated \$10,000.00 of the CDWI Grant Funds to pay overtime hours for the Tesuque Tribal Police Department to conduct law enforcement activities to include six (6) DWI check points and six (6) DWI saturation patrols and attend related DWI court hearings for offenders during fiscal year 2014;

WHEREAS, the County’s DWI Program would like to enter into a Memorandum of Understanding with the Pueblo of Tesuque to provide for the duties of the County and the Pueblo of Tesuque with respect to the Pueblo of Tesuque’s efforts to conduct anti DWI law enforcement activities.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. DUTIES OF THE PARTIES

a. The County shall:

- 1) Serve as fiscal agent for the funds identified in this MOU and maintain all financial records pertaining to the Program and expenditure of funds.
- 2) Transfer and make available to the Pueblo of Tesuque \$10,000.00 for expenditure in FY 2014 to increase law enforcement operations to conduct six

- (6) check points and six (6) saturation patrols and attend related DWI court hearings for offenders, during fiscal year 2014.
- 3) Reimburse the Pueblo of Tesuque for costs and expenses associated with law enforcement activities upon receipt of invoice or statement from the Pueblo of Tesuque. Reimbursement by the County shall be made within thirty (30) days following receipt from the Pueblo of Tesuque of a statement or invoice requesting reimbursement for costs incurred by the Pueblo of Tesuque.
- 4) Oversee all DWI activities pertaining to this Agreement to ensure the Pueblo of Tesuque is conducting such activities in a manner consistent with NMDOT Traffic Safety Division's CDWI Manual.

b. The Pueblo of Tesuque shall:

- 1) Conduct six (6) DWI check points during fiscal year 2014 within the Pueblo of Tesuque.
- 2) Conduct six (6) saturation patrols during fiscal year 2014 within the Pueblo of Tesuque.
- 3) Attend court hearings for DWI offenders and testify as necessary for cases resulting from the anti DWI law enforcement activities described above.

2. COMPENSATION

Reimbursement to the Pueblo of Tesuque for costs including payment for overtime expenses incurred for DWI enforcement activities shall not exceed Ten Thousand (\$10,000.00) dollars, exclusive of NM gross receipt taxes for FY 2014.

3. TERM

This Agreement shall effective when signed by both authorized signatories of the Pueblo of Tesuque and County. The Term of this MOU is the date of signatories of the parties to June 30, 2014, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination. The County may not by such termination avoid its obligation to reimburse the Pueblo of Tesuque for unavoidable and appropriate costs to which the Pueblo of Tesuque was obligated prior to termination by the County. The Pueblo of Tesuque will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.a.3.

5. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the Pueblo of Tesuque and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this MOU, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOU.

11. ENTIRE AGREEMENT

This MOU represents the entire understanding between the Pueblo of Tesuque and County and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU will be effective until in writing and signed by the parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Manager
Santa Fe County

5-8-14
Date

APPROVED AS TO FORM

Stephen C. Ross
Stephen C. Ross, County Attorney

3/31/14
Date

FINANCE DEPARTMENT

Teresa C. Martinez
Teresa C. Martinez, Finance Director

4/3/2014
Date

PUEBLO OF TESUQUE:

Gov. Robert A. Mora, Sr.
Robert A. Mora Senior, Governor

04/23/2014
Date

ATTEST

Name and Title

Date

Approved

Debra Trujillo
Debra Trujillo, Finance Director

4/28/2014
Date

Approved as to Form:

Maxine Velasquez
Maxine Velasquez, Legal Counsel

5/5/14
Date